

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION
CIVIL DOCKET NO.: 5:01CV103-V

Received
~~FILED~~
CHARLOTTE, N. C.

MAR 15 2005

U. S. DISTRICT COURT
W. DIST. OF N. C.

TRANSCONTINENTAL GAS PIPE
LINE CORPORATION,

Plaintiff,

vs.

45 ACRES, MORE OR LESS, IN
CIDDLE CREEK TOWNSHIP, being
the same property described in that
certain warranty deed dated February
19, 1982 and recorded in book 671, page
733 and in that certain boundary line
agreement dated August 21, 1990, and
recorded in book 811, page 365 in the
Office of the Register of Deeds of Iredell
County, North Carolina, TIMOTHY R.
FRIES, LYNDIA B. FRIES, WILLIAM
R. POPE, Trustee, RAYMOND C.
FRIES, and ELIZABETH B. FRIES

Defendants.

**CONSENT JUDGMENT
AND AGREED ORDER
TO DISBURSE DEPOSIT**

THIS MATTER came on to be heard before the undersigned pursuant to the consent of the Plaintiff, Transcontinental Gas Pipe Line Corporation ("Transco") and Defendants Timothy R. Fries and Lynda B. Fries (the "Defendants") for judgment to be entered. The Court finds the following facts pursuant to the consent of such parties and the Court's review of the file in this cause:

FINDINGS OF FACT

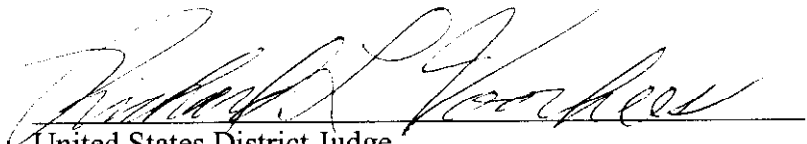
1. On June 19, 2001, Transco commenced this condemnation action to acquire, through its exercise of the right of eminent domain, rights in the property of the Defendants, as described in the Complaint.
2. The Defendants have each been duly served with a Notice of this condemnation and a Notice of *Lis Pendens* has been filed with the Clerk of Iredell County, North Carolina.
3. A Notice of Appearance by Counsel on Behalf of Landowners in Condemnation Action was filed by counsel for the Defendants on or about July 27, 2001.

4. An Amended Complaint was filed on August 7, 2001.
5. On November 19, 2001, the Court entered a Order granting Transco the right to possess the rights Transco sought to condemn upon payment of a deposit of \$20,300.00 with the Clerk of Court (which deposit was subsequently made on November 27, 2001).
6. Transco and the Defendants have agreed that Transco has the right to condemn the property of the Defendants as described in the Amended Complaint filed in this cause and have therefore entered into a Supplemental Right of Way Agreement (attached hereto as Exhibit "A"), which is dated effective January 17, 2006.
7. Defendants have granted Transco the rights set forth in Exhibit "A" hereto and have otherwise generally released Transco. All funds payable to Defendants have been paid, except for the amount of \$20,300.00 previously deposited into the Registry of this Court pursuant to an order entered in this case on November 19, 2001.
8. As a result of the foregoing, all issues remaining in the case have been resolved and no trial of this matter will be necessary.

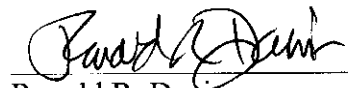
NOW THEREFORE, THE COURT, NOTING THE CONSENT OF THE PARTIES TO THIS ORDER AS EVIDENCED BY THE SIGNATURES OF THEIR RESPECTIVE COUNSEL BELOW, HEREBY ORDERS, ADJUDGES, AND DECREES THAT:

1. Pursuant to the Natural Gas Act, 15 U.S.C. § 717f(h) and the Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission pursuant to its order of March 29, 2001, Transco has the authority to take by eminent domain, and is hereby awarded by final judgment, the interests and rights described in and to the lands of the Defendants Fries as alleged in the Amended Complaint, and Transco is hereby awarded all rights and privileges set forth in the Exhibit A Supplemental Right of Way Agreement attached hereto;
2. Transco is hereby released and forever discharged from any and all claims or demands that Defendants may have for any injury and damage to property of any kind for which Transco, its agents, employees, contractors, and subcontractors might be liable as a result of the construction referred to in Transco's Amended Complaint;
3. The Clerk of Court is ordered to disburse to Forrest A. Ferrell, Esquire, and the law firm of Sigmon, Clark, Mackie, Hutton, Hanvey & Ferrell, P.A., Post Office Drawer 1470, Hickory, North Carolina 28603, within fourteen (14) days of the entry of this Judgment, the entire deposit of \$20,300.00 currently in the Registry of the Court;
4. The *Lis Pendens* previously filed in connection with this action on June 19, 2001 with the Clerk of Iredell County is hereby canceled and released; and
5. All relief not awarded herein is denied. This Consent Judgment adjudicates all remaining issues as between all parties to this action and is therefore FINAL.

This the 4th day of ~~March~~ ^{April}, 2006.

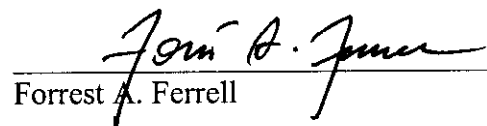

United States District Judge

Agreed As To Form And Content:


Ronald R. Davis

WOMBLE CARLYLE SANDRIDGE & RICE, PLLC
One West Fourth Street
Winston-Salem, NC 27101
(336) 721-3600

- Attorney for Plaintiff -


Forrest A. Ferrell

SIGMON CLARK MACKIE HUTTON
HANVEY & FERRELL, P.A.
P.O. Drawer 1470
Hickory, NC 28603
(828) 328-2596

- Attorney for Defendants Timothy R. Fries and Lynda B. Fries -

Bradley L. Lushbaugh,
Transcontinental Gas Pipe Line Corp.
After Recording return to:
Transcontinental Gas Pipe Line Corp.
Land Department, Level 17
P.O. Box 1396, Houston, Texas 77251

Line 7-100 et al
R/W No. 206

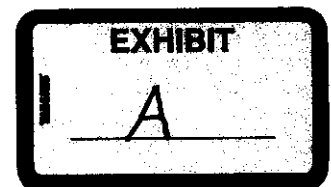
STATE OF NORTH CAROLINA §

COUNTY OF IREDELL §

SUPPLEMENTAL RIGHT OF WAY AGREEMENT

WHEREAS, by Right of Way Agreement executed by Simpson L. Thompson and Bertie E. Thompson, dated August 29, 1949 and recorded among the Register of Deeds of Iredell County in Deed Book 162 at page 39, (hereinafter referred to as "Original Agreement"), TRANSCONTINENTAL GAS PIPE LINE CORPORATION (hereinafter called "Grantee") is the owner of a right of way and easement for pipe line purposes across lands described therein (the "Land") in Iredell County, North Carolina; and

WHEREAS, by that certain deed dated February 19, 1982 and recorded among the hereinabove referenced deed records in Deed Book 671 at Page 733, the Land described in the Agreements was conveyed to TIMOTHY R. FRIES and wife, LYNDIA B. FRIES (hereinafter called "Grantor"); and



WHEREAS, the Grantee has heretofore constructed three pipelines across the Land in accordance with said Original Agreement and desires to construct a fourth pipeline pursuant thereto and requires additional right of way in order to do so, and has requested Grantor to enter into this Supplemental Right of Way Agreement granting the additional right of way across the subject Land.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to Grantee the right of way described hereinafter, and agrees that, insofar as the Land owned is concerned, the Original Agreement shall be and are hereby modified, supplemented and amended as follows:

Grantee's permanent right of way and easement shall include all that right of way described in said Original Agreement and that additional right of way identified as "Right of Way" on drawings prepared by Taylor, Wiseman & Taylor, entitled "Permanent Right of Way & Temporary Work Space Crossing the Property of Timothy R. Fries and Lynda B. Fries, Iredell County, North Carolina" (Plat Exhibit Pages 1, 2 and 3) attached hereto and made a part hereof.

For and in consideration of the premises, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, a right of way and easement in accordance with the terms and

provisions of said Original Agreement as herein and hereby amended and supplemented, and as herein amended and supplemented said Agreements are fully ratified and confirmed by the parties hereto and shall be binding and inure to the benefit of the successors and assigns of each.

IN WITNESS WHEREOF, Grantors, have hereunto set their hand and seal this 8th day of March, 2006.

WITNESS:

<u>Charlene Hendrix</u>	<u>Timothy R. Fries</u> (SEAL) TIMOTHY R. FRIES
<u>Charlene Hendrix</u>	<u>Lynda B. Fries</u> (SEAL) LYNDA B. FRIES

STATE OF NORTH CAROLINA §
COUNTY OF Caldwell §
~~IREDELL~~

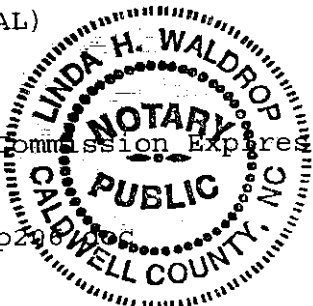
I, Linda H. Waldrop a Notary Public for said County and State, do hereby certify that TIMOTHY R. FRIES and wife, LYNDA B. FRIES personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 8th day of March, 2006.

(SEAL)

My Commission Expires:

Supp 2006 Doc



Linda H. Waldrop
Notary Public

9-19-2007

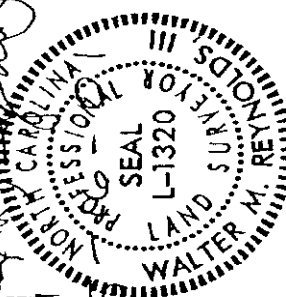
PLAT EXHIBIT (PAGE 1)

D.B. 671, PG. 733, 140.83



HARDING W. ROGERS JR.
D.B. 647, PG. 641
L.L. No. 208
PARCEL 0249

S85° 08' 00" E

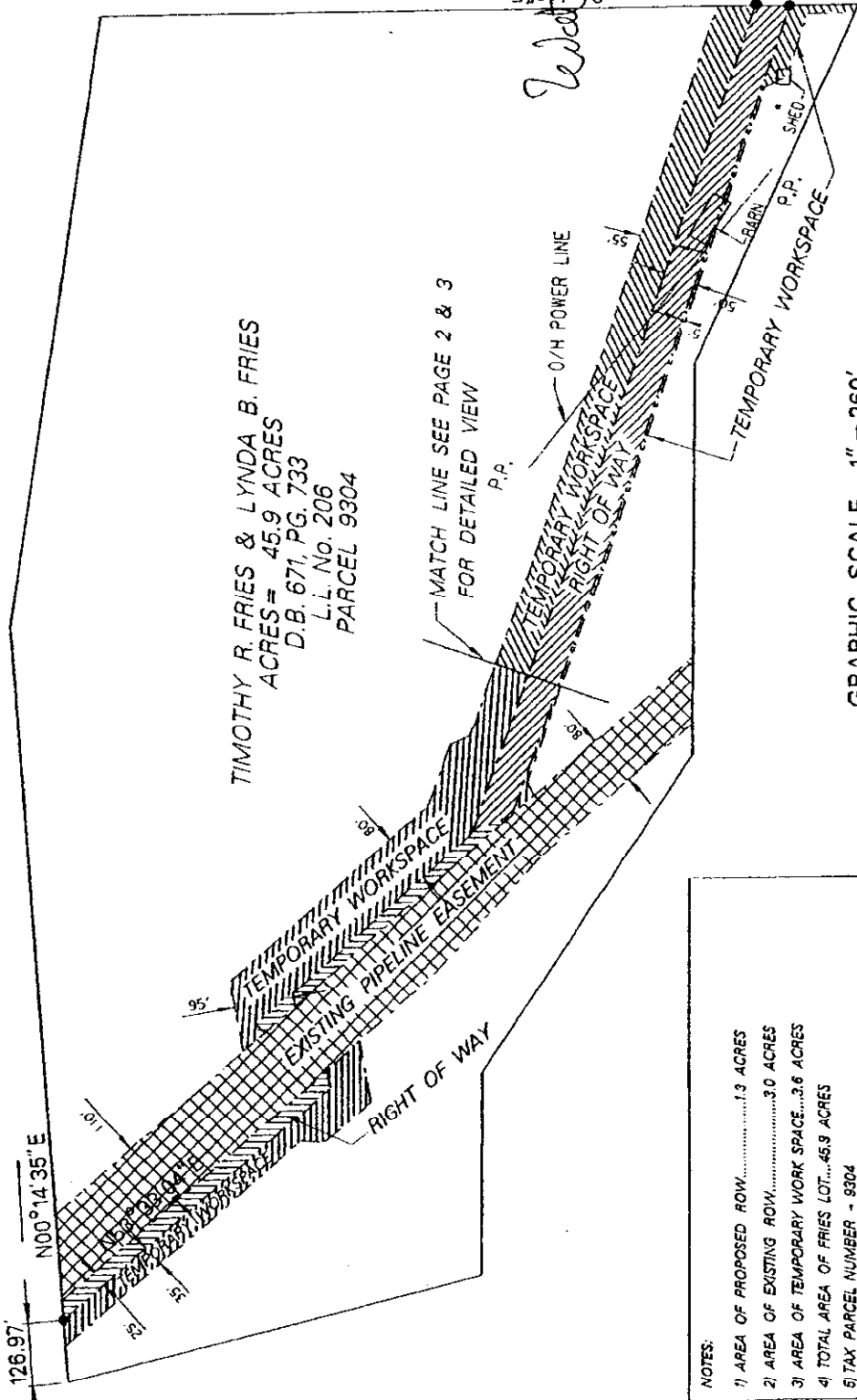


PERMANENT RIGHT OF WAY & TEMPORARY
WORK SPACE EXISTING THE PROPERTY OF
TIMOTHY R. FRIES & LYNDA B. FRIES
REDELL COUNTY, NORTH CAROLINA

TAYLOR & WISEMAN & TAYLOR
SURVEYORS & ENGINEERS
101 S. 10TH STREET, SUITE 100
FAYETTEVILLE, NC 28404
PHONE: 919-487-1000
FAX: 919-487-1001

WALTER M. REYNOLDS III, PLS

RAYMOND C. FRIES & ELIZABETH B. FRIES
D.B. 1047, PG. 1825
L.L. No. 205
PARCEL 8591



GRAPHIC SCALE 1" = 260'

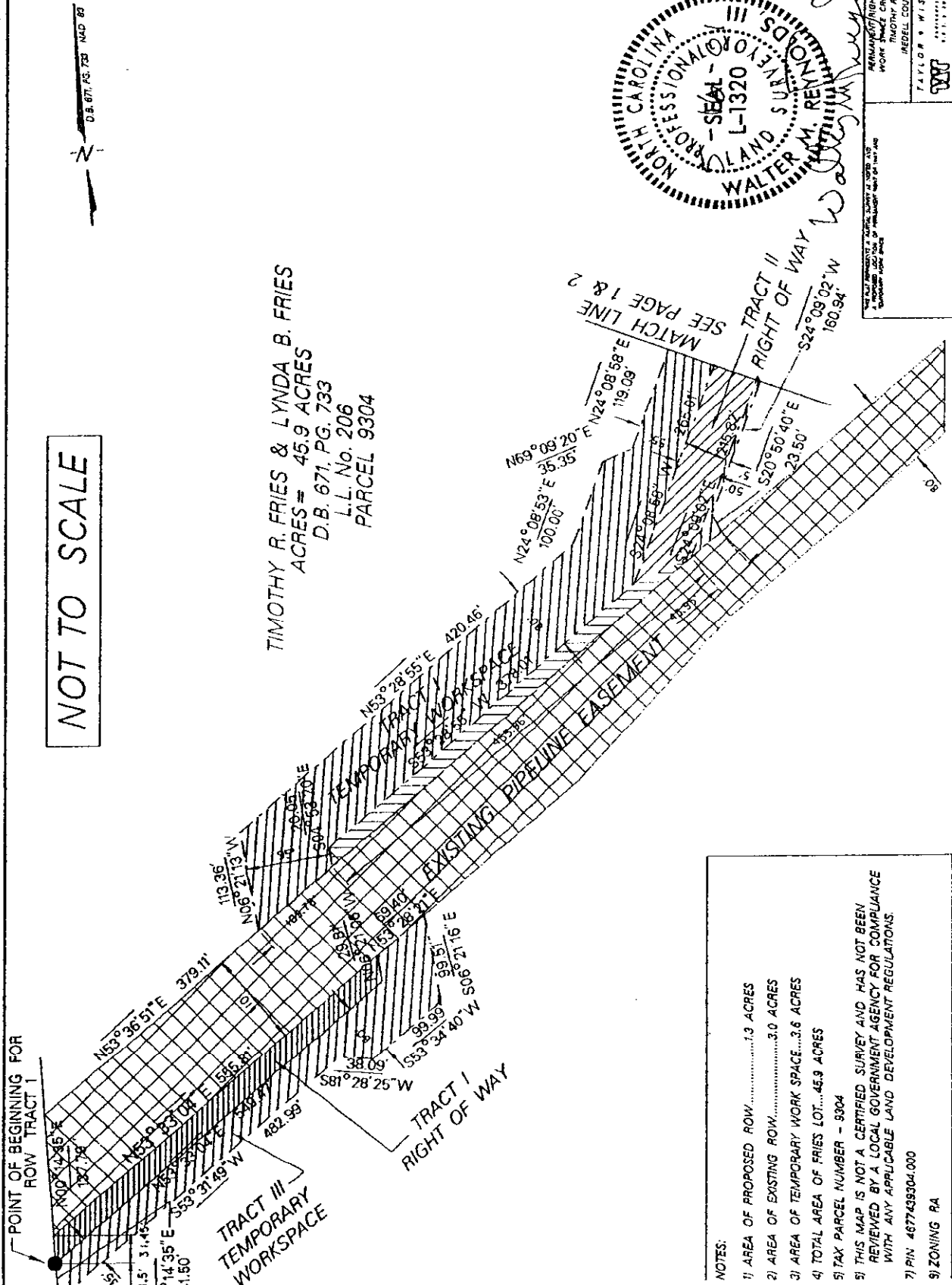


NOTES:

- 1) AREA OF PROPOSED ROW.....1.3 ACRES
- 2) AREA OF EXISTING ROW.....3.0 ACRES
- 3) AREA OF TEMPORARY WORK SPACE.....3.6 ACRES
- 4) TOTAL AREA OF FRIES LOT.....45.9 ACRES
- 5) TAX PARCEL NUMBER - 9304
- 6) THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- 7) PIN 4677438304.000
- 8) ZONING RA

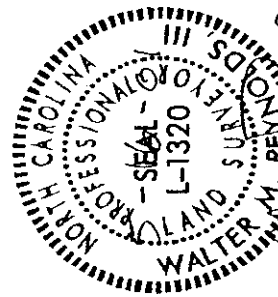
NOT TO SCALE

TIMOTHY R. FRIES & LYNDA B. FRIES
ACRES = 45.9 ACRES
D.B. 671, PG. 733
L.L. No. 206
PARCEL 9304



NOTES:

- 1) AREA OF PROPOSED ROW.....1.3 ACRES
2) AREA OF EXISTING ROW.....3.0 ACRES
3) AREA OF TEMPORARY WORK SPACE.....3.6 ACRES
4) TOTAL AREA OF FRIES LOT.....45.9 ACRES
5) TAX PARCEL NUMBER - 9304
- THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- 7) PIN: 4677439304.000
9) ZONING RA



PERMANENT RIGHT OF WAY & TEMPORARY
WORK SPACE CROSSING THE PROPERTY OF
TIMOTHY A. & LINDA B. FRIES

FAYLOR • WISEMAN & TAYLOR

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-10-2010 BY 60322
AUTHORITY 50 USC 3024

5166-404 H. G. "THEY ARE NOT A JOKE," SAYS J. J. "I'VE BEEN TOLD THAT THEY ARE NOT A JOKE."

[illegible]

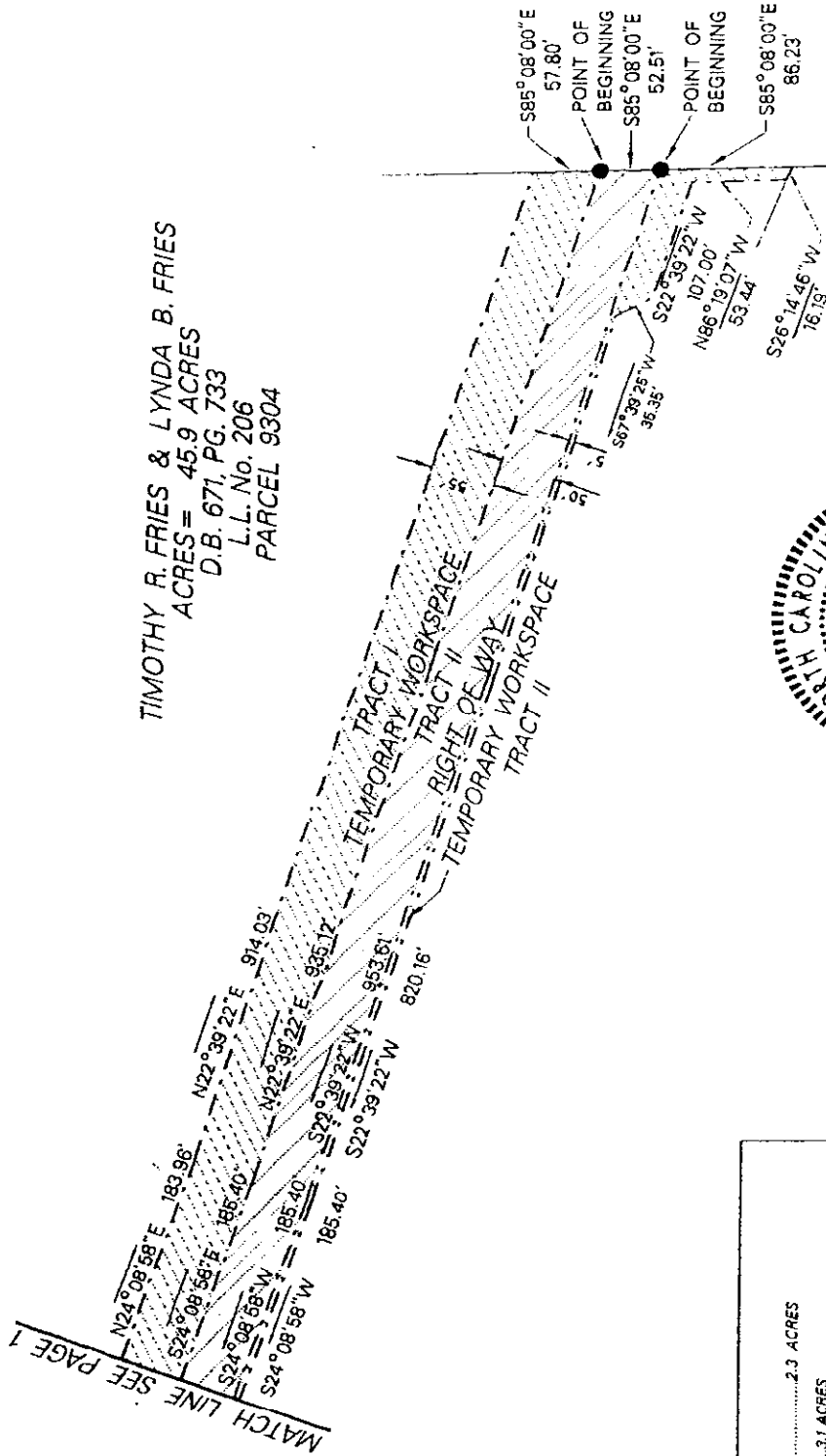
Distance between points, m

WALTER M. REYNOLDS III, PLS

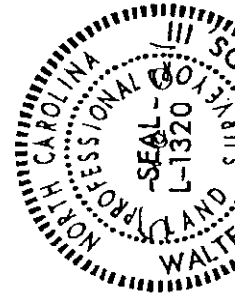
PLAT EXHIBIT (PAGE 3)

NOT TO SCALE

TIMOTHY R. FRIES & LYNDIA B. FRIES
ACRES = 45.9 ACRES
D.B. 671, PG. 733
L.L. No. 206
PARCEL 9304



- NOTES:
- 1) AREA OF PROPOSED ROW.....2.3 ACRES
 - 2) AREA OF EXISTING ROW.....3.1 ACRES
 - 3) AREA OF TEMPORARY WORK SPACE...2.8 ACRES
 - 4) TOTAL AREA OF FRIES LOT...45.9 ACRES
 - 5) TAX PARCEL NUMBER - 9304
 - 6) THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
 - 7) PIN 4677459304.000
 - 8) ZONING RA



WALTER M. REYNOLDS III, PLS

REMANENT RIGHT OF WAY & TEMPORARY WORK SPACE CHANGING THE PROPERTY OF TIMOTHY R. & LYNDIA B. FRIES (REDEVELOPMENT NORTH CAROLINA)

TAYLOR & WISEMAN & TAYLOR
REGISTERED PROFESSIONAL SURVEYORS
101 MARKET STREET, SUITE 100, WILMINGTON, DE 19801-2801
TEL: 302.441.1111 FAX: 302.441.1112